


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. SOL-111-17-000002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10/20/2016	PAGE	OF	PAGES
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**IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. REQ-111-16-000016	6. PROJECT NO.
7. ISSUED BY USAID Armenia 00000	CODE ARMENIA	8. ADDRESS OFFER TO	
9.  a. NAME Armen Yeghiazarian		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) +37410-49-4466	

### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Supervision or Compliance Review of USAID's Implementing Partner's and Construction Contractor's Works

11. The Contractor shall begin performance \_\_\_\_\_ 0 \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ 0 \_\_\_\_\_ calendar days after receiving  
☐ award, ☒ notice to proceed. The performance period is ☐ mandatory ☒ negotiable. (See \_\_\_\_\_.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☐ YES ☒ NO  
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS  
0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ 1200 \_\_\_\_\_ (hour) local time  
\_\_\_\_\_ 12/05/2016 \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be  
marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than \_\_\_\_\_ 0 \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER** (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

**AMOUNTS**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
26. ADMINISTERED BY Not Applicable	CODE N/A	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Michael Rossman
30b. SIGNATURE	30c. DATE
	31b. UNITED STATES OF AMERICA BY
	31c. DATE

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
SOL-111-17-000002

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Delivery Location Code: USAID/ARMENIA USAID/Yerevan 1 American Avenue Yerevan 0082, Armenia  BPA for Architectural and Engineering (A&E) services				

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 TITLE**

Construction Supervision or Compliance Activity of USAID/Armenia Funded Activities.

**B.2 PURPOSE**

The purpose of this Architectural and Engineering (A&E) Services Blanket Purchase Agreement is to provide A&E Services for various USAID funded construction project locations within Republic of Armenia. The services are for undertaking the supervision or compliance review of USAID's Implementing Partner's and construction contractor's works.

**B.3 CONTRACT TYPE AND SERVICES**

This is a Blanket Purchase Agreement (BPA) using the following:

- Task orders to provide discrete services and obligation of funds within an established ceiling price;
- Fixed Daily Rates for locally hired national professionals and other non-U.S. expatriates;
- Established USAID per diem rates for Armenia.

The Government will issue task orders that are either Time and Material or Firm Fixed Priced. The Contractor must perform the services set forth in task orders at prices consistent with section B of this contract, during the period specified in Section F.1 of this contract, and within the minimum and maximum ordering limitations set forth in Section B.5. below, provide/performance services and deliver supervision reports and other deliverables. Specific quantities, descriptions, prices and deliverables shall be set forth in task orders issued by the Cognizant Contracting Officer in accordance with all applicable terms and conditions of this BPA.

**B.4 MAXIMUM ORDERING LIMITATION FOR THE BPA**

The Contractor is required to provide up to a maximum value of \$500,000.00 in services, if and as ordered during the BPA ordering period (see Section F.2) with any single order not to exceed \$150,000.00. This limitation shall not be exceeded.

**B.5 LABOR RATES**

The labor categories below will be used in fulfillment of potential Task Orders under the BPA.

**B.5.(a)** The rates set forth in the following table are the established fixed burdened daily rates to be charged for each category of specialists to be provided by the Contractor for performance under this BPA.

**B.5.(b)** Table of Fixed Burdened Daily Rates

Functional Code	Discipline	Fixed Burdened Daily Rates				
		Year 1	Year 2	Year 3	Year 4	Year 5
<b>2</b>	<b>Program Manager/Administrative</b>					
02 AA	Senior Level					
02 AB	Mid Level					
<b>6</b>	<b>Architect/Interior/Exterior</b>					
06 AA	Senior Level					
06 AB	Mid Level					
06 AC	Junior Level					
<b>12</b>	<b>Civil Engineer</b>					
12 AA	Senior Level					
12 AB	Mid Level					
12 AC	Junior Level					
<b>15</b>	<b>Construction Inspectors</b>					
15 AA	Senior Level					
15 AB	Mid Level					
15 AC	Junior Level					
<b>18</b>	<b>Cost Estimator</b>					
18 AA	Senior Level					
18 AB	Mid Level					
18 AC	Junior Level					
<b>21</b>	<b>Electrical Engineer</b>					
21 AA	Senior Level					
21 AB	Mid Level					
21 AC	Junior Level					
<b>24</b>	<b>Environmental Specialist</b>					
24 AA	Senior Level					
24 AB	Mid Level					
24 AC	Junior Level					
<b>25</b>	<b>Fire Protection Engineer</b>					
25 AA	Senior Level					
25 AB	Mid Level					
25 AC	Junior Level					
<b>32</b>	<b>Hydraulic Engineer</b>					
32 AA	Senior Level					
32 AB	Mid Level					
32 AC	Junior Level					
<b>42</b>	<b>Mechanical Engineer</b>					
42 AA	Senior Level					
42 AB	Mid Level					
42 AC	Junior Level					
<b>47</b>	<b>Planners: Urban/Regional</b>					
47 AA	Senior Level					
47 AB	Mid Level					
47 AC	Junior Level					

<b>51</b>	<b>Safety/Occupational Health Engineer</b>						
51 AA		Senior Level					
51 AB		Mid Level					
51 AC		Junior Level					
<b>52</b>	<b>Sanitary Engineer</b>						
52 AA		Senior Level					
52 AB		Mid Level					
52 AC		Junior Level					
<b>57</b>	<b>Structural Engineer</b>						
57 AA		Senior Level					
57 AB		Mid Level					
57 AC		Junior Level					

## B.6 SPECIALIST CATEGORY LEVEL QUALIFICATIONS

Following are the minimum qualification levels for Specialist functional labor categories.

Senior Level 1: This level of specialist or engineer must have at a minimum BS degree or equivalent from an accredited college or university in the appropriate branch of engineering or field of specialty. The candidates should hold advance degrees, extensive experience and knowledge in concepts, principles and practices in developing countries within the field of science or engineering field (engineering registration are highly desirable). The candidate should have the ability to express engineering and scientific judgment in writing and orally and a broad knowledge of managing complex projects in the US and overseas. The candidates should have 20 years of relevant work experience, with at least 15 years of direct experience in engineering or the field of specialty. Direct experience working on projects in USAID-assisted or other government projects is highly desirable. Working knowledge of English is preferred.

Mid Level 2: This level of specialist or engineer must have at a minimum BS degree or equivalent from an accredited college or university in the appropriate branch of engineering or field of specialty. The candidates should hold advance degrees, extensive experience and knowledge in concepts, principles and practices in developing countries within the field of science or engineering field (engineering registration are highly desirable). The candidate should have the ability to express engineering and scientific judgment in writing and orally and a broad knowledge of managing complex projects in the US and overseas. The candidates should have 10 years of relevant work experience, with at least 5 years direct experience in engineering or in the field of specialty. Direct experience working on projects in USAID-assisted or other government projects is highly desirable. Working knowledge of English is preferred.

Junior Level 3: This level of specialist or engineer must have at a minimum BS degree or equivalent from an accredited college or university in appropriate branch of engineering or field of specialty. The candidates should have knowledge in concepts, principles and practices within the field of science or engineering field. The candidates should have one to five years of relevant work experience, with at least one year direct experience in engineering or in the field of specialty (no overseas experience is required, but would be desirable). Direct experience working on projects similar in nature.

In the event that an individual's qualifications in each criterion (education, relevant work experience, overseas experience, and leadership/supervisory/managerial experience) do not all



fall within the same level (i.e., Level 1, Level 2, etc. ), the appropriate level for selecting the applicable fixed burdened daily rate shall be determined at the highest level in which ALL requirements have been met.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK  
FOR THE BPA**

**C.1 BACKGROUND**

In 2015 and 2016 USAID/Armenia, in accordance with its Country Cooperation and Development Strategy, signed and will sign (i) several Government to Government (G2G) agreements with the Ministries of the Republic of Armenia for direct implementation of development programs with construction components, and (ii) several contracts for implementation of construction works across the country. The works to be implemented are part of these activities will require supervision or compliance review over construction works in order to ensure proper quality of the works to be completed.

In particular, the construction works will be implemented for the following G2G agreements and contracts:

- Ministry of Education and Science (MES);
- Ministry of Health (MOH);
- Ministry of Labor and Social Affairs (MLSA);
- Ministry of Territorial Administration (MTA).

Through this solicitation for a Blanket Purchase Agreement for A&E Services USAID/Armenia seeks proposals from local professional firms to provide a range of construction supervision or compliance services for various project locations within the Republic of Armenia. A&E firms and individuals shall hold all necessary licenses of the Republic of Armenia to provide the required services.

**C.2 SCOPE OF WORK (SOW)**

The services to be provided by the Contractor will be for undertaking a supervision or compliance role in regards to the activities of USAID's Implementing Partner's, and to provide USAID with advice in regards to the quality and timeliness of the construction contractor's works, which will include the following:

- (i) Design review and comments;
- (ii) Ensure that works are in compliance with the approved design and applicable laws, building codes and safety requirements;
- (iii) Supervision or compliance review of construction works for safety, quality, quantity (volume of works) and time control; The aim is to obtain the highest quality product, in the least time, and assure adherence to USAID approved environmental, safety and health procedures, controlling claims and moderating additional cost, and maintain a written record of the process and results;

- (iv) Participate in and where necessary perform interim testing of systems and system components;
- (v) Participate in the final inspection and acceptance of works;
- (vi) Work closely with USAID respective staff for coordination of activities, provide regular technical feedback on progress, schedule joint monitoring site visits;
- (vii) Compile and provide related documents and reports, etc. Specific deliverables and milestones will be provided by the COR for each Task Order issued under this BPA.

#### A. Period of Performance

All works must be completed during five-year period from the date of contract award, or until \$500,000.00 maximum contract limit is reached. The A&E service for any single order may not exceed \$150,000.

#### B. Work Requirements

The Contractor shall deliver specific, customized services for each Task Order to be issued under this BPA. The specific activities listed below are illustrative, the Contractor, may implement other services in addition or in lieu of those listed below, provided they describe why and/or how such services will contribute to the scope of this work

Comment on the Contractor's Shop Drawings: The A&E Company will review the working designs and specifications to ensure that they comply with Armenian construction standards/codes and safety and environmental requirements

Supervision, Compliance Oversight of Construction Contractors Works: The A&E Company shall supervise or review the construction work for compliance with the overall agreed technical quality and compliance of performance, equipment and materials, and the quality of workmanship as well as the quantity (volume of works) and time control when tasked. This shall involve compliance with the design and specifications, quality of work and changes of the program when appropriate. Compliance control shall be carried out for supplies as well as for works. Particular attention has to be paid to the compliance with safety and environmental requirements. Recommendations shall be made to USAID/Armenia either recommending acceptance or denial of the contractor's requests for extensions, changes for the approved plans and schedules.

Technical Inspections: The A&E Company shall check all the technical codes and standards for the installation and construction of all systems/equipment and their compliance with approved designs, applicable laws, building codes, safety and environmental requirements.

Meetings: Site progress meetings with USAID/Armenia shall be scheduled on a monthly or semi-monthly basis as requested by USAID/Armenia for each specific order. More frequent meetings will be organized during times of peak activity, if necessary. In case inaccuracies are identified during inspection visits, corrective and remedial measures will be discussed and agreed upon during the formal progress monitoring meetings. The principal items to be addressed at the project progress meetings and following monthly reports shall include but not limited to the following:

- Adequacy of performed works with the initially approved design;
- Discussion of identified current/potential problems, finding solutions.

Testing and Commissioning: The A&E Company shall participate in the interim and final commissioning. The A&E Company shall certify final test results and witness the commissioning of the systems. Testing of all the equipment/systems installed by the construction contractor shall be carried out in accordance with the specifications. A&E Company engineers shall attend and witness final testing of equipment and systems.

#### C. Deliverables and Deliverables Schedule

For each Task Order under this BPA the Contractor shall submit the following deliverables/reports or outputs to the COR:

- *Construction Project Supervision or Compliance Reports:* will be submitted to USAID/Armenia on a monthly basis regarding the progress of the project; quantity and quality as well as correspondence of the works performed by the construction contractor(s) with the design. Should any inconsistencies between the design and the works performed by the construction contractor, or any other problems be identified during the project monitoring, the contractor will provide unplanned reports to USAID/Armenia keeping them apprised of the problems.
- *Phase Reports:* will be provided to USAID/Armenia upon completion of certain tasks and installation and testing of systems according to the approved schedule of works.
- *Project Completion Report:* will be provided to USAID/Armenia upon completion and sign off of a specific project.
- *BPA Completion Report:* will be provided to USAID/Armenia upon completion and sign off of the BPA.

Once an agreement is entered into, modification to work requirements must be approved by the USAID/Armenia Mission Regional Contracting Officer (RCO). The Contractor will perform its work under the direction of the USAID Contracting Officer's Representative who will be identified at contract award.

**STATEMENT OF WORK FOR TASK ORDER #1****CONSTRUCTION COMPLIANCE OVERSIGHT FOR CHILD PROTECTION  
PROGRAM IN SYUNIK, LORI AND ARARAT MARZES AND IN YEREVAN CITY****I. INTRODUCTION**

The purpose of this task order (TO), issued under the Blanket Purchase Agreement for Architectural Engineering Services, is to provide USAID with compliance oversight services of the construction activities of the implementing partners and construction sub-contractors within USAID's support to GOAM's Child Welfare Reform. During the upcoming three years, construction (small-scale infrastructure adjustments/renovation) is planned within the USAID-UNICEF project, and the direct assistance programs with Ministry of Labor and Social Affairs (MLSA) and Ministry of Education and Science (MOES).

**II. BACKGROUND**

USAID/Armenia supports the Government of Armenia (GOAM) to implement national child welfare reform. It will stop the flow of children into residential institutions, reintegrate de-institutionalized children into family environments, and develop alternative family based-care and community-based social and educational services for vulnerable children.

Deinstitutionalizing and transforming children's services is not just the removal of children from institutions. Rather, it is a fundamental, systematic, and policy-driven change aimed to ensure the full social inclusion and equal access to services and opportunities of every child. The deinstitutionalization should proceed in parallel with the creation of alternative services, through the re-allocation of financial, administrative, and human resources from the institutions to the community-based services.

The USAID-UNICEF project and the direct assistance activities with the line Ministries will setup/expand the alternative community-based social and educational services.

**III. SCOPE OF WORK**

USAID as the funder needs to ensure appropriate oversight and quality control of the construction activities is being undertaken. The services to be provided by the Contractor will be for undertaking a compliance role in regards to the construction activities oversight under the USAID projects/activities with UNICEF, MLSA, and MOES as well as to provide USAID with advice in regards of the quality and timeliness of the construction contractor's works. Specific deliverables and milestones are detailed under the Sections IV and V of this statement of work.

**IV. DETAILED WORK REQUIREMENTS**

Within this TO the Contractor will provide compliance oversight over the small-scale infrastructure rehabilitation/renovation under the USAID's child protection program. During the coming three years, the following three types of projects will be implemented as part of USAID's child protection programs:

- Establishment/expansion of at least twelve community-based services;

- Renovation of five pedagogical support centers; and
- Small-scale infrastructure adjustments of 100 mainstream schools. This includes but is not limited to wheelchair ramps, accessible bathrooms, renovation of resource rooms at schools.

Total value of the small-scale infrastructure rehabilitation/renovation activities is US\$ 1,530,000.

Prior to commencing work on any infrastructure rehabilitation or renovation activities, USAID's partners will submit plans for renovation/ rehabilitation of facilities. This includes, but is not limited to, a list of facilities to be renovated/rehabilitated, justification for renovation/ rehabilitation, and preliminary cost estimates. Upon receiving USAID approval, MLSA and MOES will conduct design work in accordance with relevant RA legislation and USAID requirements and submit the final design (bill of quantities, drawings, technical specifications, and other relevant documentation) and their contractor(s) selection memo for USAID concurrence.

The Contractor will provide the following services:

#### **1. Design Review**

The Contractor will perform technical review and assessment of the construction design works, shop drawings, Bill of Quantities (BOQ) and technical specifications to ensure that they are in line with findings of the community baseline studies (renovation plans) and comply with RoA construction codes, safety and environmental requirements. The Contractor will prepare and submit an evaluation report to the COR.

#### **2. Compliance Oversight of Construction**

The Contractor shall provide compliance oversight of construction for overall technical quality of performance, equipment and materials and the quality of workmanship. This must include ensuring compliance with the design and specifications, quality of work and changes of the program, when appropriate. The Contractor shall ensure quality control for supplies as well as for work carried out.

The contractor shall review the schedule of construction/rehabilitation, taking into account the delivery of material and equipment; availability of manpower with necessary tools and vehicles; time schedule of works. Recommendations shall be made to the COR either recommending acceptance or denial of the contractor's requests for extensions, changes for the approved plans and schedules.

#### **3. Monitoring of Construction Contractors' Works**

The Contractor shall monitor the construction for compliance with the approved design and specifications, applicable laws, building codes, and safety and environmental requirements. The Contractor will also monitor and report to the COR monthly about the constructions contractors' compliance with all work norms and regulations, construction quality control methods and approaches, Environmental Monitoring and Mitigation Plan (EMMP) measures as defined in the design package as well as about workplace safety and injury/accident prevention measures taken by the construction companies.

On a monthly basis, the Contractor will submit to the COR verified quantities of work done by the construction companies (see the details under Section V, Item B- Construction Project Supervision Reports).

#### **4. Testing of Systems and System Components**

The Contractor shall check all the technical codes and standards for installation and construction of all systems/equipment and their compliance with approved designs and drawings as well as Armenian construction standards/codes.

The Contractor must participate in the commissioning phases by reviewing the test procedures and the required forms. The Contractor should certify final tests and witness the commissioning of the systems; and review and sign off on as built drawings. Testing of all the equipment/systems installed by the construction contractor must be carried out in accordance with the specifications. The Contractor should ensure that tests are being carried out in accordance with agreed procedures, that test equipment and facilities are adequate for their purpose and are in good order, and that results obtained are correct and accurately recorded. The Contractor must attend and witness final testing of equipment and systems.

Before project phase-out in each community, the Contractor must also check and verify the adequacy of the instructions provided by construction companies regarding the operations and further maintenance (O&M Manual) of the renovated facilities.

#### **5. Final Inspection and Acceptance of Works**

The Contractor must be involved in final inspection and acceptance of the completed work upon the completion of the Task Order and must be ready to answer the COR's questions and inquiries about the rehabilitated/constructed alternative community-based service centers, pedagogical centers and schools.

#### **6. Reporting**

The Contractor will submit related documents and reports in English, and only to the COR.

### **V. DELIVERABLES AND DELIVERABLES SCHEDULE**

The detailed deliverables and deliverables schedule for this TO are as follows:

#### **A. Deliverables**

The Contractor shall deliver the following items to the COR:

- Meetings
- Construction Design Evaluation Reports
- Construction Project Compliance Oversight Reports
- Phase Reports
- Project Completion Report
- TO Completion Report

#### **B. Deliverables Schedule and Details**

The schedule of TO deliverables and detailed description is as follows:

**Meetings:** The Contractor will have site progress meetings with the COR on a monthly or semi-monthly basis as requested by the COR. More frequent meetings will be organized during times of peak activity, if necessary. The Contractor will work closely with USAID staff for coordination of activities, provide regular technical feedback on progress, schedule joint monitoring and site visits. The contractor and USAID will discuss any inaccuracies identified during inspection visits and agree upon corrective and remedial measures during the formal progress monitoring meetings.

**Construction Design Evaluation Reports:** The Contractor will submit reports of technical review and assessment of construction design works to the COR within two weeks upon receipt of the designs. The Contractor will ensure that the designs comply with Republic of Armenia construction standards/codes, safety and environmental requirements.

**Construction Project Compliance Oversight Reports:** The Contractor will submit reports to the COR on a monthly basis regarding the progress of the project; quantity and quality as well as correspondence of the works performed by the construction contractor(s) with the design. Should any inconsistencies between the design and the works performed by the construction contractor, or any other problems be identified during the project monitoring, the contractor will provide unplanned reports to the COR keeping them apprised of the problems.

**Phase Reports** will be provided to the COR upon completion of certain tasks and installation/testing of systems according to the approved schedule of works.

**Project Completion Report** will be provided to the COR upon completion and sign off of a specific project.

**TO Completion Report** will be provided to the COR upon completion and sign off of the TO.

## VI. REQUESTED KEY PERSONNEL

The key personnel proposed by the Contractor is considered to be essential to the work being performed. The key personnel and their position title(s) for the performance of a contract or task order should be designated. Unless otherwise agreed to by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance of the task order.

Performance of this contract requires the:

- Task Order Manager – Senior Level
- Interior renovations/alterations specialist – Mid Level
- Water and other utility specialist – Junior Level
- Cost estimating specialist – Junior Level
- Other as deemed necessary

Replacement of key personnel cannot be made by the Contractor without the written consent of the Contracting Officer. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the task order to add, change, or delete personnel and positions, as appropriate.

## VII. PLACE OF PERFORMANCE

The Contractor will provide construction compliance oversight services in the targeted communities/marzes of the USAID's child protection program. It will begin in the Marzes of Syunik, Lori, Ararat, and Yerevan City. It will include other Marzes as prioritized by the relevant Ministries.

## VIII. PERIOD OF PERFORMANCE



The services are required within 1095 calendar days.

**IX. SPECIAL CONSIDERATIONS**

Once a contract is entered into force, modifications to work requirements must be approved by the USAID's Regional Contracting Officer (RCO). The Contractor will perform its work under the direction of the USAID Contracting Officer's Representative (COR). COR will be identified at contract award.

**STATEMENT OF WORK FOR TASK ORDER #2**  
**CONSTRUCTION COMPLIANCE OVERSIGHT**  
**IN THE NTCC LOCATED IN ABOVYAN CITY OF KOTAYK MARZ**

**I. INTRODUCTION**

The purpose of this task order (TO), issued under the Blanket Purchase Agreement for Architectural Engineering Services, is to provide USAID with compliance oversight services of the construction activities of the implementing partners and construction sub-contractors within USAID's Improving Tuberculosis, Maternal and Child Health, and Family Planning/Reproductive Health Outcomes in Armenia Activity with the Ministry of Health (MOH). During the upcoming year, construction (small-scale infrastructure adjustments/renovation) is planned within the direct assistance programs with the MOH.

**II. BACKGROUND**

USAID/Armenia supports the Government of Armenia (GOAM) to track discrete results and address outlying issues in the priority areas of maternal and child health (MCH), family planning/reproductive health (FP/RH), and tuberculosis (TB). Through this activity, the Ministry of Health will: (i) increase and sustain TB financing at the primary health care level; (ii) mitigate TB infection risks at various levels of TB care; (iii) improve TB, maternal and child health, and family planning policy formulation and implementation; and (iv) effectively plan and allocate resources for prevention and treatment programs in priority areas.

As a part of TB service provision reforms USAID will support the MOH to establish the National Center for TB Training, Consultancy, and Programmatic Management (Training Center) in the premises of the National TB Control Center (NTCC). The NTCC will use its wealth of knowledge and experience to develop educational resources, training programs, and distance learning courses on specific tuberculosis-related topics for physicians, nurses, healthcare workers and managers across the country. In the long run, it may become a training hub for TB service organizations who provide care and infection control for Armenia and Russian-speaking countries.

**III. SCOPE OF WORK**

The services to be provided by the Contractor will be for undertaking a compliance role in regards to the construction activities oversight under the USAID projects/activities with the MOH as well as to provide USAID with advice in regards of the quality and timeliness of the construction contractor's works. USAID as the funder needs to ensure appropriate oversight and quality control of the construction activities is being undertaken.

Specific deliverables and milestones are detailed under the Sections IV and V of this statement of work.

**IV. DETAILED WORK REQUIREMENTS**

Within this TO the Contractor will provide supervision of the small-scale infrastructure rehabilitation/renovation under the USAID's Improving Tuberculosis, Maternal and Child Health, and Family Planning/Reproductive Health Outcomes in Armenia Activity with the Ministry of Health (MOH). During the up-coming one year, USAID will support the establishment of the Training Center in the NTCC, which includes internal renovation (about 1000sqm) of the center premises.

Total value of the small-scale infrastructure rehabilitation/renovation activities is about US\$ 300,000.

Prior to commencing work on any infrastructure rehabilitation or renovation activities, the MOH shall submit plans for renovation/ rehabilitation of health facilities. This includes, but is not limited to the list of facilities to be renovated/rehabilitated, justification for renovation/ rehabilitation, and preliminary cost estimates. Upon receiving USAID approval, the MOH will conduct design works in accordance with RA legislation on design and construction works and USAID requirements and submit the final design (bill of quantities, drawings, technical specifications, and other relevant documentation) and contractor selection memo for USAID concurrence.

The Contractor will provide the following services:

#### **7. Design Review**

The Contractor will perform technical review and assessment of the construction design works, shop drawings, Bill of Quantities (BOQ) and technical specifications to ensure that they are in line with findings of the baseline studies (renovation plans) and comply with RoA construction codes, safety and environmental requirements. The Contractor will prepare and submit an evaluation report to the COR.

#### **8. Compliance Oversight of Construction**

The Contractor shall provide compliance oversight of construction for overall technical quality of performance, equipment and materials and the quality of workmanship. This must include ensuring compliance with the design and specifications, quality of work and changes of the program, when appropriate. The Contractor shall ensure quality control for supplies as well as for work carried out.

The contractor shall review the schedule of construction/rehabilitation, taking into account the delivery of material and equipment; availability of manpower with necessary tools and vehicles; time schedule of works. Recommendations shall be made to the COR either recommending acceptance or denial of the contractor's requests for extensions, changes for the approved plans and schedules.

#### **9. Monitoring of Construction Contractors' Works**

The Contractor shall monitor the construction for compliance with the approved design and specifications, applicable laws, building codes, and safety and environmental requirements. The Contractor will also monitor and report to the COR monthly about the construction contractors' compliance with all work norms and regulations, construction quality control methods and approaches, Environmental Monitoring and Mitigation Plan (EMMP) measures as defined in the design package as well as about workplace safety and injury/accident prevention measures taken by the construction companies.

On a monthly basis, the Contractor will submit to the COR verified quantities of work done by the construction companies (see the details under Section V, Item B- Construction Project Supervision Reports).

#### **10. Testing of Systems and System Components**

The Contractor shall check all the technical codes and standards for installation and construction of all systems/equipment and their compliance with approved designs and drawings as well as Armenian construction standards/codes.

The Contractor must participate in the commissioning phases by reviewing the test procedures and the required forms. The Contractor should certify final tests and witness the commissioning of the systems; and review and sign off on as built drawings. Testing of all the equipment/systems installed by the construction contractor must be carried out in accordance with the specifications. The Contractor should ensure that tests are being carried out in accordance with agreed procedures, that test equipment and facilities are adequate for their purpose and are in good order, and that results obtained are correct and accurately recorded. The Contractor must attend and witness final testing of equipment and systems.

Before project phase-out in each community, the Contractor must also check and verify the adequacy of the instructions provided by construction companies regarding the operations and further maintenance (O&M Manual) of the renovated facilities.

#### **11. Final Inspection and Acceptance of Works**

The Contractor must be involved in final inspection and acceptance of the completed work upon the completion of the Task Order and must be ready to answer COR questions and inquiries about the rehabilitated/constructed National Center for TB Training, Consultancy, and Programmatic Management.

#### **12. Reporting**

The Contractor will submit related documents and reports in English, and to the COR only.

### **V. DELIVERABLES AND DELIVERABLES SCHEDULE**

The detailed deliverables and deliverables schedule for this TO are as follows:

#### **A. Deliverables**

The Contractor shall deliver the following items to the COR:

- Meetings
- Construction Design Evaluation Reports
- Construction Project Compliance Oversight Reports
- Phase Reports
- Project Completion Report
- TO Completion Report

#### **B. Deliverables Schedule and Details**

The schedule of TO deliverables and detailed description is as follows:

**Meetings:** The Contractor will have site progress meetings with USAID/Armenia on a monthly or semi-monthly basis as requested by the COR. More frequent meetings will be organized

during times of peak activity, if necessary. The Contractor will work closely with USAID staff, as designated by the COR, for coordination of activities, provide regular technical feedback on progress, schedule joint monitoring and site visits. The contractor and COR will discuss any inaccuracies identified during inspection visits and agree upon corrective and remedial measures during the formal progress monitoring meetings.

**Construction Design Evaluation Reports:** The Contractor will submit reports of technical review and assessment of construction design works to the COR within two weeks upon receipt of the designs. The Contractor will ensure that the designs comply with Republic of Armenia construction standards/codes, safety and environmental requirements.

**Construction Project Compliance Oversight Reports:** The Contractor will submit reports to the COR on a monthly basis regarding the progress of the project; quantity and quality as well as correspondence of the works performed by the construction contractor(s) with the design. Should any inconsistencies between the design and the works performed by the construction contractor, or any other problems be identified during the project monitoring, the contractor will provide unplanned reports to the COR keeping them apprised of the problems.

**Phase Reports** will be provided to the COR upon completion of certain tasks and installation/testing of systems according to the approved schedule of works.

**Project Completion Report** will be provided to the COR upon completion and sign off of a specific project.

**TO Completion Report** will be provided to the COR upon completion and sign off of the TO.

## VI. REQUESTED KEY PERSONNEL

The key personnel proposed by the Contractor is considered to be essential to the work being performed. The key personnel and their position title(s) for the performance of a contract or task order should be designated. Unless otherwise agreed to by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance of the task order.

Performance of this contract requires the:

- Task Order Manager – Senior Level
- Interior/Exterior renovations/alterations specialist – Mid Level
- Water and other utility specialist – Mid Level
- Structural engineer – Junior Level
- Cost estimating specialist – Mid Level
- Other as deemed necessary

Replacement of key personnel cannot be made by the Contractor without the written consent of the Contracting Officer. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the task order to add, change, or delete personnel and positions, as appropriate.

## VII. PLACE OF PERFORMANCE

The Contractor will provide construction compliance oversight services in the NTCC located in Abovyan City in Kotayk Marz.

**VIII. PERIOD OF PERFORMANCE**

The services are required within 365 calendar days.

**IX. SPECIAL CONSIDERATIONS**

Once a contract is entered into force, modifications to work requirements must be approved by the USAID's Regional Contracting Officer (RCO). The Contractor will perform its work under the direction of the USAID Contracting Officer's Representative (COR). The COR will be identified at contract award.

**SECTION D - PACKAGING AND MARKING****D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**D.2 BRANDING**

The Contractor shall comply with the requirements of the USAID “Graphic Standards Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Armenia  
1 American Avenue  
Yerevan 0082, Armenia

or at any other location where the services are preformed and reports and deliverables or outputs are produced or submitted. The BPA Contracting Officer's Technical Representative (COTR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**E.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section E of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989

**F.2 PERIOD OF PERFORMANCE**

The BPA Period of Performance is 12/15/2016 to 12/16/2021

Basic BPA dates are to be determined upon award. The ordering period for this BPA is anticipated to be 5 years. Order period terms and conditions are further described below.

Although Task Orders may be issued at any time during the ordering period, two constraints apply to the period of performance for Task Orders. First, the period of performance for a Task Order may not go beyond one (1) year after the end of the BPA ordering period; this applies to Task Order extensions as well. Second, a TOCO may not award a Task Order for a period of performance that goes more than five (5) years into the future at the time the order is either awarded or extended by modification. For example: If a Task Order is awarded at the end of year 3 (of the 5-year performance period), the Task Order period of performance would be limited to 3 years (2 years remaining under the 5-year base period + 1 year beyond the base period end).

The "ordering period" will run from BPA award to 12-16-2021, or until such ending date of any option year, which may be exercised under the BPA. The "performance period" will terminate with the end of the BPA, unless the ordering CO elects to extend performance as provided under the BPA.

This BPA expires on 12-16-2021 or such later ending date as determined by the exercise of any "General Schedule extension" option and exercise of the option to extend the term of the BPA by the CO. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the Contracting Officer, this BPA may be canceled with 15 days written notice to the BPA holder by the Contracting Officer.

Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions or the Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

**F.3 DELIVERY SCHEDULE**

TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS.

**F.4 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Section I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables/reports to the COR specified in Section G for each Task Order under this BPA:

- *Construction Project Supervision or Compliance Reports*: will be submitted to USAID/Armenia on a monthly basis regarding the progress of the project; quantity and quality as well as correspondence of the works performed by the construction contractor(s) with the design. Should any inconsistencies between the design and the works performed by the construction contractor, or any other problems be identified during the project monitoring, the contractor will provide unplanned reports to USAID/Armenia keeping them apprised of the problems.
- *Phase Reports*: will be provided to USAID/Armenia upon completion of certain tasks and installation and testing of systems according to the approved schedule of works.
- *Project Completion Report*: will be provided to USAID/Armenia upon completion and sign off of a specific project.
- *BPA Completion Report*: will be provided to USAID/Armenia upon completion and sign off of the BPA.

**F.5 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

**F.6 KEY PERSONNEL**

(a) The key personnel whom the Contractor shall furnish for the performance of this BPA are as follows:

Name	Title
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(b) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**F. 7 AIDAR 752.7005, SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)**

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards.

- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
- (ii) All submissions must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or Program installation instructions.
- (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's

Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Acquisition and Assistance Office  
USAID/Armenia  
1 American Avenue  
Yerevan 0082, Armenia

**G.2 BPA ADMINISTRATIVE CONTRACTING OFFICER**

The BPA Administrative Contracting Officer is:

See Block 31 of the SF1449

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

Contracting Officer's Technical Representative (COTR) is *TBD* or his designee at:

USAID/Armenia  
1 American Avenue  
Yerevan 0082, Armenia  
Telephone:

**G.4 PAYING OFFICE, INVOICES, PAYMENT**

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COR in the Economic Growth Office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

The Paying Office will be stated in each Task Order. The Contractor, upon completion of the work ordered, shall submit invoices for services. Invoices shall be submitted to the payment

office indicated on the Cover Page of each Task Order.

Generally, this will be the Office of Financial Management, USAID/Armenia, 1 American Avenue, Yerevan 0082, Armenia from which the funds for the Task Order are provided. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

Payments. For firm-ceiling price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in the Task Order for service rendered and accepted. Progress payments shall be made only when authorized by the Task Order (refer to Section I).

The format of the voucher shall be agreed upon by the Contractor and the BPA COTR. Charges for labor shall be listed so that each person is shown on a separate line (rather than lumped into the labor category with others.)

#### **G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions are defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section A.

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this BPA:

(1) Assure that the Contractor performs the technical requirements of the BPA in accordance with the BPA terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect

correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The Contractor shall meet at least quarterly with the BPA COR in person or by telephone concerning performance of items delivered under this contract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the COR may designate someone to serve as COR in their place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) **Contractual Problems -** Contractual problems, of any nature, that may arise during the life of the BPA must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining BPA scope and interpreting BPA terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this BPA. Notwithstanding any clause contained elsewhere in this BPA, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and BPA terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 937 & 110.

**H.2 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

**H.3 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants shall have English and Armenian language proficiency as needed to perform technical services. Services shall be delivered in Armenian and English, as deemed necessary and appropriate. All reports to the USAID/Armenia Mission must be prepared in English.

USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the task order.

**H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION****(a) Limitations:**

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in 'AIDAR 752.7007 Personnel Compensation' in Section H above unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

**(b) Salaries During Travel**

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

**(c) Return of Overseas Employees**

Salaries and wages paid to an employee serving overseas who is discharged by the



Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than 4 percent may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in 'AIDAR 752.7007 Personnel Compensation' in Section H may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

**H.5 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (ALTERNATIVE)**

(a) Task Orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, QUOTES, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF QUOTES OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH

## AGREEMENTS TO THE CONTRACTING OFFICER.

**H.6 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

**H.7 REPORTING OF FOREIGN TAXES**

(a) Reports. The Contractor must annually submit an annual report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Agreement number(s).
- (4) Amount of foreign taxes assessed by a foreign Government [*list each foreign government separately*] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (7) The final report is an updated cumulative report of the interim report.
- (8) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

COTR  
USAID/Armenia

1 American Avenue  
Yerevan 0082, Armenia

with a copy to:

Office of Financial Management  
USAID/Armenia  
1 American Avenue  
Yerevan 0082, Armenia

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

## **H.8 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

## **H.9 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)**

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR Part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property. If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

#### **H.10 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

#### **H.11 752.7027 PERSONNEL (DEC 1990)**

**(a) Clearance.**

(1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.

(2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

**(b) Physical fitness of employees and dependents.** See the clause of this contract entitled Physical Fitness.

**(c) Conformity to laws and regulations of Cooperating Country.** Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

**(d) Importation or sale of personal property or automobiles.** To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

**(e) Economic and Financial Activities.** Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country. *[The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.]*

**(f) Duration of Appointments.**

(1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:

(i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.

(ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.

(iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.

(iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.

(2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.

(g) Employment of Dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. He or she shall be entitled to salary for the time services are actually performed in the Cooperating Country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

### **H.13 ELECTRONIC PAYMENTS SYSTEM**

1. Definitions:

- a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
- b. Cash payments made to payees where the contractor does not expect to make payments to

- the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
- c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
  - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER DATE	TITLE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAR 2009)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (FEB 2010) -- ALTERNATE II (DEC 2009)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (MAR 2009)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)



52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (OCT 2015)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
52.232-17	INTEREST (OCT 2008)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD. (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)
52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999)
52.248-1	VALUE ENGINEERING (FEB 2000) - ALTERNATE III (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
752.202-1	DEFINITIONS (JAN 1990)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)
752.211-70	LANGUAGE AND MEASUREMENT (JUN 1992)
752.222-70	USAID DISABILITY POLICY (DEC 2004)
752.222-71	NONDISCRIMINATION (JUN 2012)
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISES (JUL 1997)
752.226-3	LIMITATION ON SUBCONTRACTING (JUN 1993)
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (JUL 1997)
752.231-71	SALARY SUPPLEMENTS FOR HOST GOVERNMENT EMPLOYEES (MAR 2015)
752.242-70	PERIODIC PROGRESS REPORTS (OCT 2007)
752.245-71	TITLE TO AND CARE OF PROPERTY (APR 1984)
752.7004	EMERGENCY LOCATOR INFORMATION (JUL 1997)
752.7006	NOTICES (APR 1984)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)
752.7009	MARKING. (JAN 1993)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)
752.7015	USE OF POUCH FACILITIES (JUL 1997)
752.7025	APPROVALS (APR 1984)
752.7027	PERSONNEL (DEC 1990)
752.7029	POST PRIVILEGES (JUL 1993)
752.229-70	FEDERAL, STATE AND LOCAL TAXES

752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)
752.7033	PHYSICAL FITNESS (JUL 1997)
752.7035	PUBLIC NOTICES (DEC 1991)
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$150,000.00;

(2) Any order for a combination of items in excess of \$150,000.00;

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

All works must be completed during five-year period from the date of contract award, or until \$500,000.00 maximum contract limit is reached.

**I.4 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS] dollars.

**I.5 52.216-25 CONTRACT DEFINITIZATION (OCT 1997)**

(a) A [TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [TO BE SPECIFIED IN RFTOP FOR INDIVIDUAL TASK ORDERS] proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is [TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS]:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by

-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

**I.6 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price

specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

#### **I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

#### **I.8 OPTION TO EXTEND THE TERM OF THE BPA**

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of 5 years and 6 months.

#### **I.9 52.232-26 Prompt Payment For Fixed-Price Architect-Engineer Contracts (OCT 2008)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at

FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable

contract financing clause.

(c) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

#### **I.10 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2016)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer



subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.11 752.225-9 BUY AMERICAN ACT - TRADE AGREEMENTS ACT - BALANCE OF PAYMENTS PROGRAM**

The clause prescribed by FAR 25.408(a)(2) is not generally included in USAID contracts when more stringent source requirements are stated in the contract or when inclusion is not appropriate under FAR 25.403, or 725.403 of this chapter. (See Executive Order No. 11223, dated May 12, 1965, 30 FR 6635.) The clause setting forth USAID's source restrictions is shown in section 752.225-70.

## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014

### K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \$7 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless –
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that –
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan – Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to –

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (Offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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FAR Clause Title Date Change  
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

### **K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means –

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in –

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

#### K.4 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

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**K.5 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_  
Offer/Proposal No. \_\_\_\_\_  
Date of Offer \_\_\_\_\_  
Name of Offeror \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

**END OF SECTION K**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed Price contract(s) resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Michael Rossman, USAID/Armenia Mission Director.

## Hand-Carried Address:

Mr. Michael Rossman  
Regional Contracting Officer  
USAID/Armenia  
1 American Avenue  
Yerevan 00082, Armenia

## Mailing Address:

Mr. Michael Rossman  
Regional Contracting Officer  
DOS/USAID  
7020 Yerevan Place  
Washington, D.C. 20521-7020

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.usaid.gov/business/regulations/>

**L. 5 GENERAL INSTRUCTIONS TO OFFERORS**

**The selection of A&E contractor will be done per FAR 36.6. It is a two stage process with an initial stage of evaluating the qualifications of the offeror. The highest evaluated firm will be requested to submit a price proposal per the requirements of Section B to initiate negotiations.**

Those firms which meet the requirements described in this announcement and wish to be considered must submit one copy of SF 330 for the firm and Section E of SF330 for each consultant listed in Section G, to the address stated above by 5:00 P.M. Local Time on the due date that is shown above. Submittals received after the date and time stated herein will not be considered. Indicate solicitation number in block 3 of PART I and block 1 of PART II, Contractor Establishment Code (CEC), and /or DUNS number in block 4 of PART II, email address in block 6c. For firm with multiple offices, complete the PART II for each specific branch office seeking work. Use Section H of the SF 330 to provide any additional information desired. Personal interviews may not be scheduled prior to selection of the most highly qualified firm. SF 330s shall not exceed 30 printed pages. Double sided are two pages. Organizational charts and photographs are excluded from the 30-page count. Exception: Photographs with text will be considered one page. All information must be included in the SF 330 (cover letter, other attachments and pages in excess of the 30 page limit will not be included in the evaluation process).

Firms not providing the requested information in the format directed in the synopsis will be negatively evaluated. Firms, their subsidiaries or affiliates that design or prepare specifications for a construction contract or procurement of supplies cannot provide the construction or supplies. This limitation also applies to subsidiaries and affiliates of the firm. Telegraphic and facsimile SF 330s will not be accepted. Site visits will not be arranged during the submittal period. The Standard Industrial Code (SIC) is 8711 and the North American Industry Code Standard (NAICS) is 541330. The lead discipline shall be a registered Architect.

Proposals must be written in English. The Offeror should submit the proposal electronically internet e-mail attachments compatible with PDF, MS Word, Excel, in a MS Windows environment. The address for the recipient of electronic proposals is [ayeghiazarian@usaid.gov](mailto:ayeghiazarian@usaid.gov)

Government Obligation - The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

**L.7 INSTRUCTIONS FOR THE PREPARATION OF THE PRICE PROPOSAL**

The highest evaluated firm will be requested to submit a separate price proposal which should include



sufficient information to support the proposed prices, i.e. a detailed budget in Excel spreadsheet format (with unlocked formulas) a price breakdown (no more than two (2) pages of prices that includes estimated level of effort, other direct and indirect costs; budget notes and supporting documents (e.g. documents that support the calculation of costs included in the spreadsheets) that demonstrate how costs were calculated to arrive at the firm-fixed price.

**END OF SECTION L**

**SECTION M – EVALUATION FACTORS FOR AWARD****M.1 GENERAL INFORMATION**

The evaluation will be done according FAR 36.602. Qualifications will be reviewed by an A&E Evaluation Board to evaluate and determine the most highly qualified firms to perform the work prescribed in the Statement of Work for the BPA and the BPA's calls announced with BPA. The evaluation of the offerors will be based on the information provided in the Standard Form 330.

A price proposal will be requested of the highest evaluated firm and discussions will be initiated with this firm with the intent of an award.

Evaluation of proposals will be done using numerical scoring by the criteria presented below.

**M.2 SELECTION CRITERIA**

A&E selection criteria will include (in order of importance):

(1) Professional qualification of the proposed staff and consultants (max 35 points). Proposals shall demonstrate knowledge and experience in applying sustainability concepts and principles to facilities and infrastructures through an integrated design approach, including: water and energy conservation, pollution prevention, the use of recovered and recycled materials, waste reduction, and construction waste management practices. List only the team members who will actually perform major tasks under this contract. Qualifications should address each individual's specific contribution to the efforts contemplated by the contract.

**SCHEDULE A:**

- 1) interior/exterior renovations/alterations;
- 2) energy efficiency/conservation designs,
- 3) repair and minor construction projects,
- 4) structural investigations and
- 5) seismic evaluations.

**SCHEDULE B:**

- 1) water and other utility improvements,
- 2) site improvements,
- 3) general landscape, surveying and irrigation projects,
- 4) life safety,
- 5) site surveys,
- 6) site investigations,
- 7) cost estimating,
- 8) economic analysis required to develop and define actual costs of construction projects,
- 9) provide quality control and inspection/acceptance services.

The firm must have experience with coordination of design disciplines for phased construction, including occupied/unoccupied and fast track projects. Projects may also require the identification of asbestos and lead-based paint. Do not list more than a total of ten (10) projects in Section F of SF Form 330. Indicate which consultants for the proposed team, if any, participated in the preparation of design documentation for the projects listed. Sustainable Design: Demonstrated

success in prescribing the use of recovered materials and achieving waste reduction and energy efficiency in facility design.

2) Past performance on contracts with government agencies and private industry in terms of cost control, quality of work and compliance with performance schedules. Indicate effectiveness by listing budget/estimated construction cost, award amount, final design estimates, and construction change order rate for at least five recent projects. Briefly describe internal quality assurance and cost control procedures and indicate team members who are responsible for monitoring these processes and how you ensure the quality of work from subcontractors. List recent awards, commendations, and other performance evaluations (do not submit copies).

(3) Capacity to accomplish the work in the required time. Indicate the firm's present workload and the availability of the project team (including consultants) for the specified contract performance period and indicate specialized available and prior security clearances.

(4) Location in the general geographic area and knowledge of the locality of the projects.

### **M.3 PRICE EVALUATION**

Proposed prices shall be evaluated for cost realism, completeness, reasonableness, allowability, and allocability. This analysis is intended to determine the degree to which the price proposal is fair and reasonable.

**END OF SECTION M**